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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

AMENDMENT OF OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, EDGECLIFF PARTNERS, LP, a Texas Limited Partnership, hereinafter referred to as "Lessor", heretofore executed an Oil and Gas Lease, dated January 1, 2007, which said Oil and Gas Lease was recorded by Memorandum at Instrument Number D207105681 of the Official Records of Tarrant County, Texas, hereinafter referred to as "The Lease", whereby Lessor leased three tracts of land containing 326.151 acres, more or less, to the Lessee. The first tract being 256.617 acres of land, more or less, out of the J. Van Riper Survey, Abstract 1589, G. Hernandez Survey, Abstract 753, G. Herrera Survey, Abstract 2027, J. Asbury Survey, Abstract 47, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated September 18, 2003, from Hunt Petroleum Corporation, as Grantor to Edgecliff Partners, LP, recorded in Volume 17217, Page 79 of the Official Public Records of Tarrant County, Texas; and the second tract being a 45.632 acre tract of land out of the G. Herrera Survey, Abstract No. 2027, situated in the City of Fort Worth, Tarrant County, Texas, and being the same 45.632 acre tract of land conveyed to Hunt Petroleum Corporation by deed recorded in Volume 8025, Page 1546, of the Deed Records of Tarrant County, Texas; and the third tract being a 23.902 acre tract of land out of the G. Herrera Survey, Abstract No. 2027, situated in the City of Fort Worth, Tarrant County, Texas and being a part of that certain 32.74 acre tract of land described in Deed to Donald M. White and Henry H. Dickerson Jr., and Recorded in Volume 5028, Page 875, of the Deed Records of Tarrant County, Texas, herein "The Leased Acreage," to CHESAPEAKE EXPLORATION, L.L.C., successor by merger to CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP.

WHEREAS it is the desire of the undersigned to amend The Lease.

AND WHEREAS, Paragraph 2 of the original Oil and Gas Lease, dated January 1, 2007 reads as follows:

This lease shall continue for a term of Twelve (12) Months from the date hereof and for as long thereafter as oil or gas or other substances covered hereby is produced in paying quantities from the leased premises or from lands pooled therewith for the initial well or any substitute well drilled in place hereof. Notwithstanding anything to the contrary contained herein, the remaining provisions within this lease that allow for this lease or portions thereof to remain in effect after the primary term has expired shall only apply after the initial production in paying quantities is established within the primary term. The consideration paid is paid for such full term and no delay rental is payable.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt of sufficiency of which are hereby acknowledged, the undersigned do hereby amend The Lease as follows:

This lease shall continue for a term of Twelve (12) Months from the date hereof and for as long thereafter as oil or gas or other substances covered hereby is produced in paying quantities from the leased premises or from lands pooled therewith for the initial well or any substitute well drilled in place hereof. Notwithstanding anything to the contrary contained herein, the remaining provisions within this lease that allow for this lease or portions thereof to remain in effect after the primary term has expired shall only apply if a well for Oil and Gas has been drilled on the leased premises or from lands pooled therewith or a Wellbore has penetrated the minerals under the leased premises or any portion thereof or lands pooled therewith within the primary term. The consideration paid is paid for such full term and no delay rental is payable.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Lease and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

This instrument may be executed as one document signed by all parties or this instrument may be executed in multiple counterparts, with the same force and effect as if all parties executed the same instrument. One original of this document with a signature page and acknowledgment page for each of the undersigned attached thereto shall be deemed to constitute one instrument for recordation in the Official Records of Tarrant County, Texas.

EXECUTED this the 17th day of September, 2007.

LESSOR:

EDGECLIFF PARTNERS, LP
A Texas Limited Partnership
By: Hunt Land Holdings, LLC
A Texas Limited Liability Company,
Its General Partner

By: T.E. Nelson

T.E. Nelson, Vice President

LESSEE:

CHESAPEAKE EXPLORATION,
L.L.C., successor by merger to
Chesapeake Exploration Limited
Partnership

By:

Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

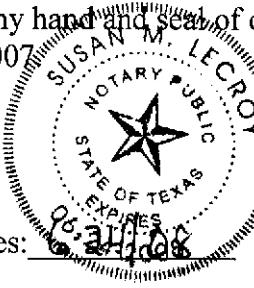
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BSM*

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, Susan m. lecroy the undersigned notary public, on this day personally appeared T.E. Nelson, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 17th day of September, 2007.


SUSAN M. LECROY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 06/24/08

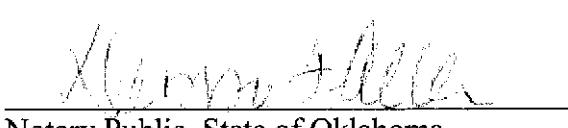
Susan m. lecroy
Notary Public, State of Texas

My Commission Expires: 06/24/08
Commission Number: _____

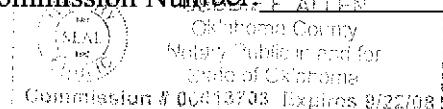
STATE OF OKLAHOMA §
§
COUNTY OF Oklahoma §

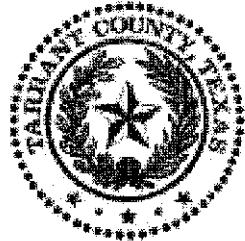
BEFORE ME, Debra F. Allen the undersigned notary public, on this day personally appeared Tami L. New, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 20th day of September, 2007.


DEBRA F. ALLEN
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 00813703 Expires 09/22/08

My Commission Expires: _____
Commission Number: _____





LIZ CHRISTIANSON
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496

Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/16/2008 09:55 AM
Instrument #: D208395894
LSE 4 PGS \$24.00

By: _____



D208395894

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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